

1 John M. Peebles (Cal. Bar No. 237582)  
2 Patrick R. Bergin (Cal. Bar No. 269672)  
3 Michael A. Robinson (Cal. Bar No. 214666)  
4 Tim Hennessy (Cal. Bar No. 233595)  
5 Steven J. Bloxham (Cal. Bar No. 96384)  
6 Curtis Vandermolen (Cal. Bar No. 338366)  
7 PEEBLES KIDDER BERGIN & ROBINSON LLP  
8 2020 L Street, Suite 250  
9 Sacramento, California 95811  
Telephone: (916) 441-2700  
Fax: (916) 441-2067  
Email: jpeebles@ndnlaw.com

10  
11 *Attorneys for Plaintiff*  
12 BIG SANDY BAND OF WESTERN MONO INDIANS  
13

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

BIG SANDY BAND OF WESTERN MONO  
20 INDIANS, a federally recognized Indian tribe,

Plaintiff,  
vs.

GAVIN NEWSOM, Governor of the State of  
California; and the STATE OF CALIFORNIA,

Defendants.

Case No.: 1:22-cv-00844-BAM

**AMENDED NOTICE OF RELATED  
CASES**

Plaintiff Big Sandy Band of Western Mono Indians (“Big Sandy” or “Tribe”) hereby submits this **Amended** Notice of Related Cases pursuant to Eastern District of California Local Rule 123(b). This action is related to the other actions listed below because this action and the other actions involve similar issues of fact and the same questions of law, and their assignment to the same Judge or Magistrate Judge is likely to effect a substantial savings of judicial effort because the same result should follow in these actions, and because substantial duplication of labor would

1 result if the actions were heard by different Judges or Magistrate Judges. E.D. Cal. L.R. 123(a)(3),  
2 (4).

3 Big Sandy's action and the following eleven actions all arise under 25 U.S.C. §  
4 2710(d)(7)(A)(i):

- 5 • *Chicken Ranch Rancheria of Me-Wuk Indians et al. v. Newsom*, No. 19-cv-00024-  
6 AWI-SKO
- 7 • *Soboba Band of Luiseno Indians v. State of California*, No. **20-cv-01147-AWI-**  
8 **SKO**
- 9 • *Bishop Paiute Tribe v. Newsom*, No. 20-cv-01318-AWI-SKO
- 10 • *Bear River Band of Rohnerville v. State of California*, No. 20-cv-01539-AWI-SKO
- 11 • *Cachil Dehe Band of Wintun Indians of the Colusa Indian Community v. State of*  
12 *California*, No. 20-cv-01585-AWI-SKO
- 13 • *Cahuilla Band of Indians v. State of California*, No. 20-cv-01630-AWI-SKO
- 14 • *Pit River Tribe v. Newsom*, No. 20-cv-01918-AWI-SKO
- 15 • *Redding Rancheria v. State of California*, No. 21-cv-00579-AWI-SKO
- 16 • *Pauma Band of Mission Indians v. Newsom*, No. 21-cv-01166-AWI-SKO
- 17 • *Augustine Band of Cahuilla Indians v. State of California*, No. 21-cv-01509-AWI-  
18 SKO
- 19 • *Berry Creek Rancheria of Maidu Indians of California v. State of California*, No.  
20 **21-cv-02284-AWI-SKO.**

21 The actions listed above are all related to one another and are all assigned to Senior District  
22 Judge Anthony Ishii and Magistrate Judge Sheila K. Oberto.

23 In this action and the foregoing actions, plaintiff Indian tribes are suing the State of  
24 California and Governor Gavin Newsom (collectively, "California") on the same theory, that  
25 California violated the Indian Gaming Regulatory Act ("IGRA") by failing to engage in good faith  
26 negotiations to enter into a tribal-state compact governing the conduct of class III gaming activities.  
27 Specifically, the plaintiff Indian tribe in each case contends that California failed to negotiate in  
28

1 good faith for a tribal-state gaming compact by insisting on compact provisions that the plaintiff  
2 tribe contends are not proper subjects of negotiation under IGRA because they are not among the  
3 enumerated subjects of negotiation, 25 U.S.C. § 2710(d)(3)(C), or because they impose taxes, fees,  
4 charges or assessments prohibited under 25 U.S.C. § 2710(d)(4).

5 California has adopted many of the same positions in its compact negotiations with Big  
6 Sandy that it has taken with the other tribal plaintiffs. Among the points of dispute in common  
7 between this action and the others are California's demands for compact provisions that: (1)  
8 expand California's control over tribal reservation activities through the use of overbroad compact  
9 definitions, to encompass matters that are not directly related to class III gaming, including tribal  
10 employment relations, tribal tort liability, and the regulation of food safety and water quality; (2)  
11 require an expansive environmental review process before the tribe may commence improvements  
12 on land within tribal jurisdiction; (3) mandate tribal negotiation with local government entities and  
13 arbitration of issues on which the tribes and local governments cannot agree; and (4) tax tribal  
14 gaming revenues in excess of the limited assessment authorized by IGRA.

15 Accordingly, this action is sufficiently similar to the foregoing cases that assigning these  
16 actions to the same judge should effect a substantial savings of judicial effort.

17 Respectfully submitted,

18 July 12, 2022

By: s/ John M. Peebles

19 John M. Peebles  
20 Patrick R. Bergin  
21 Michael A. Robinson  
22 Tim Hennessy  
23 Steven J. Bloxham  
24 Curtis Vandermolen  
25 PEEBLES KIDDER BERGIN & ROBINSON LLP  
26 2020 L Street, Suite 250  
27 Sacramento, California 95811  
28 Telephone: (916) 441-2700  
Fax: (916) 441-2067  
Email: [jpeebles@ndnlaw.com](mailto:jpeebles@ndnlaw.com)

Attorneys for Plaintiff